

SIXTH AMENDMENT TO AGREEMENT

This Sixth Amendment to Agreement (“Sixth Amendment”) is made by the County of Alameda (“County”) and Wollborg/Michelson Personnel Service, Inc., (“Contractor”) with respect to that certain agreement entered by them on March 10, 2017 and that certain First, Second, Third, Fourth and Fifth Amendments to Contract, (collectively referred to herein as the “Contract”) pursuant to which Contractor provides supplemental temporary and payroll services to County.

County and Contractor agree as follows:

1. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:
2. Except as otherwise stated in this Sixth Amendment, the terms and provisions of this Amendment will be considered to be effective as of the date this Sixth Amendment is executed by the County (“Effective Date”).
3. The term of the Agreement is currently scheduled to expire on September 30, 2019. As of the Effective Date, the term of the Agreement is extended through September 30, 2020.
4. **DEBARMENT AND SUSPENSION CERTIFICATION:**
 - a. By signing this Sixth Amendment and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

- 5. Except as expressly modified by this Sixth Amendment, all of the terms and conditions of the Contract are and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

WOLLBORG/MICHELSON
PERSONNEL SERVICE, INC.

By: DocuSigned by:
Detra Dillon
DE9C0172C931488
Signature

By: DocuSigned by:
Heather Keller
D77E211C0575488
Signature

Name: Detra Dillon
(Printed)

Name: Heather Keller
(Printed)

Title: Procurement Administrator

Title: VP of Operations

Date: 8/30/2019

Date: 7/22/2019

By: DocuSigned by:
Kimberly Gasaway
BB3D9AF69102128
Signature

Name: Kimberly Gasaway
(Printed)

Title: Chief Deputy, Administration

Date: 9/3/2019

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessary result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: Wollborg/Michelson Personnel Service, Inc.

PRINCIPAL: Heather Keller TITLE: VP of Operations

SIGNATURE:  DATE: 7/22/2019

DocuSigned by:

D77E221C05754B9...

EXHIBIT E

COUNTY OF ALAMEDA

THE IRAN CONTRACTING ACT (ICA) OF 2010

For Procurements of \$1,000,000 or more

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who “engages in investment activities in Iran” is defined in either of two ways:

- 1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
- 2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: _____

NAME: Wollborg/Michelson Personnel Service, Inc.

PRINCIPAL: Heather Keller TITLE: VP of Operations

SIGNATURE:  DATE: 7/22/2019